

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: December 21, 2010

2525 EAST CAMELBACK ROAD

SUITE 300

PHOENIX, ARIZONA 85016

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A handwritten signature in black ink, appearing to read "Charles G. Case, II", is written over a horizontal line.

CHARLES G. CASE, II
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-30935

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

IN RE:

Jeffrey W. Freeman and Mary E. Freeman
Debtors.

Wells Fargo Bank, N.A.
Movant,

vs.

Jeffrey W. Freeman and Mary E. Freeman, Debtors,
Russell A. Brown, Trustee.

Respondents.

No. 2:10-bk-35037-CGC

Chapter 13

ORDER

(Related to Docket #12)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated March 22, 2004 and recorded in the office of the
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Jeffrey W.
4 Freeman and Mary E. Freeman have an interest in, further described as:

5 Lot 193, of NORTHWEST RANCH UNIT 2 PHASE D, according to the plat of record in the
6 office of the County Recorder of Maricopa County, Arizona, recorded in Book 567 of Maps, Page
7 18; and affidavit of Correction recorded in Document No. 2001-641462 and Document No. 2001-
8 790106 and recorded in Document No. 2002-291929.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.
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